Pre-bid Query Responses

Appendix 1

#	#	Clause No.	Notified as	To be read as
RFP Document (Volume 1)				
RFP	1	2.3	For purposes of this RFP, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract. For the avoidance of doubt, an entity affiliated with the Concessionaire shall include a partner in the Concessionaire's firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Concessionaire, as the case may be, and any Associate thereof.	For purposes of this RFP, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than **25% (twenty five** per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract. For the avoidance of doubt, an entity affiliated with the Concessionaire shall include a partner in the Concessionaire's firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Concessionaire, as the case may be, and any Associate thereof.
RFP	2	3.1.3 (a)	Section A1 I. Number of similar assignments: Bidder should have the experience of having successfully completed similar assignments of minimum 1,900 TPD for secondary using compactor/container/equivalent to transport municipal waste to processing facilities or landfill sites:	Section A1 I. Number of similar assignments: Bidder should have the experience of having successfully completed similar assignments of **minimum 1,500 TPD** transportation to transport municipal waste to processing facilities or landfill sites, **or have a similar ongoing project since the last 36 months:**

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RFP	3	3.1.3 (a)	Section A1 II. Other relevant assignments or similar work: Bidder should have the experience of having successfully completed Secondary Transportation using compactor/container/equivalent to transport municipal waste to processing facilities or landfill sites with GPS/ RFID/ Mobile/Vehicle tracking Mechanism for the contract size of minimum 950 TPD	Section A1 II. Other relevant assignments or similar work: Bidder should have the experience of having successfully completed **(or have a similar ongoing project since the last 36 months)** Secondary Transportation using compactor/container/equivalent to transport municipal waste to processing facilities or landfill sites with GPS/ RFID/ Mobile/Vehicle tracking Mechanism for the contract size of minimum **300 TPD**
RFP	4	3.1.3 (a)	Section A2 I. Number of similar Assignments Bidder should have the experience of having successfully completed similar assignments as per clause 3.1.4 (b): a. More than 1 projects: 9 marks OR b. 1 Project: 6 marks	Section A2 I. Number of similar Assignments Bidder should have the experience of having successfully completed **(or have a similar ongoing project where processing is ongoing since the last 36 months)** similar assignments as per clause 3.1.4 (b): **a. More than 4 projects: 9 marks OR** **b. 2 to 4 project: 6 marks** **c. 1 to 2 projects: 3 marks**
RFP	5	3.1.3 (a)	Section A2 II. The comparative size and quality of Eligible Assignments: a. If the bidder successfully constructed and done O&M of a WTE plant for the generation of electricity with minimum size of the plant being 14MW during last 5 years and the plant is running successfully as on PDD: 6 Marks	Section A2 II. The comparative size and quality of Eligible Assignments: a. If the bidder successfully constructed and done O&M of a WTE plant for the generation of electricity with minimum size of the plant being 14MW during last 5 years and the plant is running successfully as on PDD **as per Clause 3.1.3**: 6 Marks

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RFP	6	3.1.3 (a)	Section A2 III. Other relevant assignments or similar work: If bidder have executed SWM projects for Processing of the MSW through any approved technologies by any statutory body in India or abroad are executed on DBFOT model with minimum 50% of the bidder's investment for project size of minimum 750 TPD during last 5 years and project should be in operational condition as on PDD. 2 projects: 9 marks, OR 1 Project: 6 Marks	Section A2 III. Other relevant assignments or similar work: If bidder have executed SWM projects for Processing of the MSW through any approved technologies by any statutory body in India or abroad are executed on DBFOT model with minimum 50% of the bidder's investment for project size of minimum **250 TPD** during last 5 years and project should be in operational condition as on PDD. 2 projects: 9 marks, OR 1 Project: 6 Marks
RFP	7	3.1.3. (c)	I. The Bidder who scores 70 % of total marks in each section a, b, c and 70 out of 100 Marks would be deemed to meet the required technical experience as per the Qualification Criteria, and shall be considered for opening the Financial bid and for Financial evaluation.	I. The Bidder who scores 70 % of total marks in each - **Section A, B and C of Table 3.1.3(a),** and overall 70 out of 100 Marks in Table 3.1.3 (a) would be deemed to meet the required technical experience as per the Qualification Criteria, and shall be considered for opening the Financial bid and for Financial evaluation.
RFP	8	3.1.3. (c)	IV. Bidders who wish to participate in more than 1 package, the bid capacity in terms of technical and financial eligibility (Clause 3.1.4 and 3.1.5 below) should be combined of respective packages, and the proposed Key Personnel for both the packages must not overlap at all.	IV. Bidders who wish to participate in more than 1 package, the bid capacity **in terms of financial eligibility (3.1.5 below)** should be combined of respective packages, and the proposed Key Personnel for both the packages must not overlap at all.
RFP	9	3.1.4	3.1.4. Similar Assignments For the purposes of determining Conditions of Eligibility and for evaluating the Proposals under this RFP, the following projects shall be deemed as similar assignments (the "Eligible Assignments"). The similar Assignments should be in operation for continuous three years or more in India or Abroad in the period of past five years from the PDD under the following: Experience towards Construction and Operations & Maintenance of Wet Waste Processing and Treatment through Composting of 600 TPD capacity OR Construction and O&M of	3.1.4. Similar Assignments For the purposes of determining Conditions of Eligibility and for evaluating the Proposals under this RFP, the following projects shall be deemed as similar assignments (the "Eligible Assignments"). The similar Assignments should be in operation for continuous three years or more in India or Abroad in the period of past five years from the PDD under the following: Experience towards Construction and Operations & Maintenance of Wet Waste Processing and Treatment through **Composting of 600 TPD** capacity OR Construction

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			Bio-methanation plant from MSW waste of 600 TPD capacity. AND Experience in construction and O&M of Waste to Energy plant to generate electricity from MSW of 7MW capacity.	and O&M of Bio-methanation plant from MSW waste of **300 TPD** capacity. AND Experience in construction and O&M of Waste to Energy plant to generate electricity from MSW of 7MW capacity. **The Bidder may meet technical criteria as detailed in clause 3.1.4 by way of entering into a Teaming Agreement with an Original Equipment Manufacturer/Technology Supplier (OEM) and in such case the Bidder must meet the Financial Qualification (Clause 3.1.5) by its own. The OEM Supplier must be able to showcase relevant experience in the 3 years prior to the PDD. The Selected Bidder shall not be allowed to change the OEM Supplier after submission of such an Agreement at any point throughout the Concession Period. Failing to do so shall constitute an Event of Default on the part of the Concessionaire and shall be sufficient grounds for termination by the Authority . The Teaming Agreement must be for supply of Technology, and for O&M of the same for a minimum period of 5 years.**
RFP	10	3.1.5	(a) Net worth (i) In Financial Year preceding the Proposal Due Date, the Bidder's Net Worth (as per the audited annual financial statements) shall be at least INR [25% of the Estimated Project Cost].	(a) Net worth (i) In Financial Year preceding the Proposal Due Date, the Bidder's Net Worth (as per the audited annual financial statements) shall be at least INR [**20%** of the Estimated Project Cost].
RFP	11	3.1.5	(d) Turnover: The bidder/ JV/ Consortium is required to meet the turnover of minimum 50% of the Estimated Project Cost during any two years during last five years indicated in the Invitation for Tender. If the Bidder is a JV/Consortium, then the Turnover, as required in Clause 3.1.5 (d) above shall be	(d) Turnover: The bidder/ JV/ Consortium is required to meet the turnover of **minimum 40%** of the Estimated Project Cost during any two years during last five years indicated in the Invitation for Tender. If the Bidder is a JV/Consortium, then the Turnover, as required in Clause

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			demonstrated cumulatively, i.e., the Consortium as a whole should meet the requirement.	3.1.5 (d) above shall be demonstrated cumulatively, i.e., the Consortium as a whole should meet the requirement.
Draft Concession Agreement Document (Volume 2)				
DCA	1	2.4.1. (item #9)	• The Concessionaire shall initiate the operation and maintenance of Transfer Stations, including storage, handling of waste, and transportation of Refuse-Derived Fuel (RDF) from designated Dry Waste Collection Centers (DWCCs) (as per Annexure 1 of PIM) to the Project facilities or to the existing commitment plants (as per Annexure 1 of PIM), immediately upon execution of the Concession Agreement. Delays in commencement of any activity under the agreed scope of work shall attract penalties in accordance with the Key Performance Indicators (KPIs) specified under Article 19 of the Concession Agreement.	• The Concessionaire shall initiate the operation and maintenance of Transfer Stations, including storage, handling of waste, and transportation of **MSW** from designated Dry Waste Collection Centers (DWCCs) (as per Annexure 1 of PIM) to the Project facilities or to the existing commitment plants (as per Annexure 1 of PIM), immediately upon execution of the Concession Agreement. Delays in commencement of any activity under the agreed scope of work shall attract penalties in accordance with the Key Performance Indicators (KPIs) specified under Article 19 of the Concession Agreement.
DCA	2	2.4.3.	2.4.3 Items excluded from Scope of work The following nature of scope is not considered as the part of Concessionaire's scope of work under this Agreement: • Receive, manage, process or dispose Bulk Waste Generated • Receive, manage, process or dispose Biomedical Waste Management • Receive, manage, process or dispose Industrial Waste Management • Sweeping of streets (Manual and/or Mechanical) • Drain cleaning / Silt clearing • Maintenance / cleaning of parks • Maintenance of public places / toilets • Removing and Transportation of carcasses (dead animals) • Management of Domestic Hazardous Waste: Hazardous waste such as physical, chemical, biological, reactive, toxic, flammable, explosive, or corrosive waste, if found, during excavation, sorting or segregation shall be stored in a	2.4.3 Items excluded from Scope of work The following nature of scope is not considered as the part of Concessionaire's scope of work under this Agreement: • Receive, manage, process or dispose Bulk Waste Generated • Receive, manage, process or dispose Biomedical Waste • Receive, manage, process or dispose Industrial Waste **• Receive, manage, process or dispose Construction & Demolition Waste** • Sweeping of streets (Manual and/or Mechanical) • Drain cleaning / Silt clearing • Maintenance / cleaning of parks • Maintenance of public places / toilets • Removing and Transportation of carcasses (dead animals) • Management of Domestic Hazardous Waste: Hazardous waste such as physical, chemical, biological, reactive,

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			separate area for inspection by authorities of the Municipal Corporation, which will arrange to shift, transport, and dispose by authority as per the Hazardous and Other Waste (Management and Transboundary Movement) Rules, 2016.	toxic, flammable, explosive, or corrosive waste, if found, during excavation, sorting or segregation shall be stored in a separate area for inspection by authorities of the Municipal Corporation, which will arrange to shift, transport, and dispose by authority as per the Hazardous and Other Waste (Management and Transboundary Movement) Rules, 2016.
DCA	3	3.3	3.3. Concession Period The Concession is granted to Concessionaire for a period of 30 years commencing from the date of COD of the facility during which the Concessionaire is authorized to implement the Project on DBFOT model including management of all facilities and resources required for Integrated Management of Solid Waste in accordance with the provisions hereof. Specifically, construction must be completed within 24 months from either the date of the Letter of Award (LOA) or the site handover, whichever is later, at which time a Construction Completion Certificate is issued. A three-month trial period shall then follow, culminating in the Trial Operations Completion Certificate and declaration of the Commercial Operation Date (COD). From COD, the O&M period runs for 30 years. After the 30 year period, the rights and obligations of the Authority as well as the Concessionaire shall only be limited to sanitary landfill management, for which the post-closure activities shall continue for 15 additional years, as per the Applicable Rules.	3.3. Concession Period The Concession is granted to Concessionaire for a period of 30 years commencing from the date of COD of the facility during which the Concessionaire is authorized to implement the Project on DBFOT model including management of all facilities and resources required for Integrated Management of Solid Waste in accordance with the provisions hereof. Specifically, construction must be completed within 24 months from either the date of **signing of the Agreement** or the site handover, whichever is later, at which time a Construction Completion Certificate is issued. A three-month trial period shall then follow, culminating in the Trial Operations Completion Certificate and declaration of the Commercial Operation Date (COD). From COD, the O&M period runs for 30 years. After the 30 year period, the rights and obligations of the Authority as well as the Concessionaire shall only be limited to sanitary landfill management, for which the post-closure activities shall continue for 15 additional years, as per the Applicable Rules.
DCA	4	4.1.1	4.1. Conditions Precedent 4.1.1 Save and except expressly provided in this Agreement or unless the context otherwise requires, the respective rights and obligations of the Parties under this Agreement shall be	4.1. Conditions Precedent 4.1.1 Save and except expressly provided in this Agreement or unless the context otherwise requires, the respective rights and obligations of the Parties under this

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			subject to the satisfaction in full of the obligations set out in this Clause 4.1 (the "Conditions Precedent"). Provided, however, that a Party may grant waiver from satisfaction of any Condition Precedent by the other Party in accordance with the provisions of Articles 4.1.2, 4.1.3 or 4.1.4, as the case may be, and to the extent of such waiver, that Condition Precedent shall be deemed to be fulfilled for the purposes of this Article 4.1.1.	Agreement shall be subject to the satisfaction in full of the obligations set out in this Clause 4.1 (the "Conditions Precedent"). Provided, however, that a Party may grant waiver from satisfaction of any Condition Precedent by the other Party in accordance with the provisions of **Articles 4.1.2 or 4.1.3**, as the case may be, and to the extent of such waiver, that Condition Precedent shall be deemed to be fulfilled for the purposes of this Article 4.1.1.
DCA	5	4.1.2	4.1.2 Conditions Precedent for Authority The Concessionaire may, upon providing the Performance Securities to the Authority in accordance with Article 9 and at any time after [15 (fifteen)] days from the Execution Date or on an earlier day acceptable to the Authority, by notice require the Authority to satisfy any or all of the Conditions Precedent set forth in this Article 4.1.2 within a period of [180 (one hundred and eighty)] days of receipt of the notice, or such longer period not exceeding [210 (two hundred and ten)] days as may be specified therein, and the Conditions Precedent required to be satisfied by the Authority shall be deemed to have been fulfilled when the Authority shall have: a) Procured for the Concessionaire the Right of Way to the Site(s) in accordance with Article 10; b) Provided land for setting up of Project Facilities vacant and free from Encumbrances and after requisite change in land-use; provided, however, the Authority may add the task of clearance of land for setting up of Project Facilities in the Scope of Work of this Agreement; ..... g) execute the Escrow Agreement with the Concessionaire, Authority, and the Escrow Bank in the agreed form set out at Schedule 17 and open the Escrow Account with the Escrow Bank; per Article 20;	4.1.2 Conditions Precedent for Authority The Concessionaire may, upon providing the Performance Securities to the Authority in accordance with Article 9 and at any time after [15 (fifteen)] days from the Execution Date or on an earlier day acceptable to the Authority, by notice require the Authority to satisfy any or all of the Conditions Precedent set forth in this Article 4.1.2 within a period of [180 (one hundred and eighty)] days of receipt of the notice, or such longer period not exceeding [210 (two hundred and ten)] days as may be specified therein, and the Conditions Precedent required to be satisfied by the Authority shall be deemed to have been fulfilled when the Authority shall have: a) Procured for the Concessionaire the Right of Way to the Site(s) in accordance with Article 10; b) Provided land for setting up of Project Facilities vacant and free from Encumbrances and after requisite change in land-use; provided, however, the Authority may add the task of clearance of land for setting up of Project Facilities in the Scope of Work of this Agreement; ... h) Provided Access Roads to the Site as per Good Industry Practices. i) The Authority shall provide assistance to obtain the

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			h) Provided Access Roads to the Site as per Good Industry Practices. i) The Authority shall provide assistance to obtain the required EC (Environment Clearances) for relevant facilities if required; Provided, that upon request in writing by the Authority, the Concessionaire may, in its discretion, waive the Conditions Precedent set forth in this Article 4.1.2. Furthermore, the condition (h) has to be met at any point before the COD.	required EC (Environment Clearances) for relevant facilities if required; Provided, that upon request in writing by the Authority, the Concessionaire may, in its discretion, waive the Conditions Precedent set forth in this Article 4.1.2.
DCA	6	4.3	4.3. Damages for delay by the Authority In the event that: (i) the Authority does not procure fulfillment or waiver of the Condition Precedent set forth in Articles 4.1.2 and 4.1.4, respectively, within the period specified in respect thereof; and (ii) the delay has not occurred as a result of breach of this Agreement by the Concessionaire or due to Force Majeure Event, the Authority shall pay Damages to the Concessionaire of an amount calculated at the rate of [0.1% (zero point one per cent)] of the Performance Security for each day's delay until the fulfillment of such Conditions Precedent, subject to a maximum amount equal to the bid security.	4.3. Damages for delay by the Authority In the event that: (i) the Authority does not procure fulfillment or waiver of the Condition Precedent set forth **in Article 4.1.2**, within the period specified in respect thereof; and (ii) the delay has not occurred as a result of breach of this Agreement by the Concessionaire or due to Force Majeure Event, the Authority shall pay Damages to the Concessionaire of an amount calculated at the rate of [0.1% (zero point one per cent)] of the Performance Security for each day's delay until the fulfillment of such Conditions Precedent, subject to a maximum amount equal to the bid security.
DCA	7	4.4	4.4. Damages for delay by Concessionaire: In the event that: (i) the Concessionaire does not procure fulfillment or waiver of any or all of the Conditions Precedent set forth in Article 4.1.4 within the period specified in that Article; and (ii) the delay has not occurred as a result of breach of this Agreement by the Authority or due to Force Majeure Event, the Concessionaire shall pay Damages to the Authority of an amount calculated at the rate of [0.2% (zero point two per cent)] of the Performance Security for each day's delay until the fulfillment of the Conditions Precedent, up to the maximum amount equal to the bid security and upon reaching such maximum amount, the Authority may, in its	4.4. Damages for delay by Concessionaire: In the event that: (i) the Concessionaire does not procure fulfillment or waiver of any or all of the Conditions Precedent set forth in **Article 4.1.3** within the period specified in that Article; and (ii) the delay has not occurred as a result of breach of this Agreement by the Authority or due to Force Majeure Event, the Concessionaire shall pay Damages to the Authority of an amount calculated at the rate of [0.2% (zero point two per cent)] of the Performance Security for each day's delay until the fulfillment of the Conditions Precedent, up to the maximum amount equal to the bid security and upon reaching such maximum

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			sole discretion and subject to the provisions of Article 24, terminate the Agreement. Provided that in the event of delay by the Authority in procuring fulfillment of the Conditions Precedent specified in Article 4.1.2, no Damages shall be due and payable by the Concessionaire under this Article 4.4 until the date on which the Authority shall have procured fulfillment of the Conditions Precedent specified in Article 4.1.2.	amount, the Authority may, in its sole discretion and subject to the provisions of Article 24, terminate the Agreement. Provided that in the event of delay by the Authority in procuring fulfillment of the Conditions Precedent specified in Article 4.1.2, no Damages shall be due and payable by the Concessionaire under this Article 4.4 until the date on which the Authority shall have procured fulfillment of the Conditions Precedent specified in Article 4.1.2.
DCA	8	9.12	In the event of the Selected Bidder having submitted Additional Performance Security in accordance with the RFP document, then such Additional Performance Security shall be in force till the end of O&M period if the Bid Tipping Fee is found to be unreasonable. Notwithstanding anything contained herein, the Additional Performance Security shall be liable to be forfeited either fully or partially by the Authority as it deems fit for the reasons mentioned in Article 25 of the Concession Agreement. The Additional Performance Security for the unreasonable Bid Tipping Fee be returned at the end of Concession Period.	**[Deleted]**
DCA	9	15.2.1	Clause 15.2.1 • The Concessionaire shall prepare the Basic Engineering Designs... any other reputed institutions or Universities. • Within 30 (thirty) days from... for its review and approval. • Authority shall forward... review and comments. • Authority shall provide comments... in accordance with Technical Specifications, Applicable Laws, and Applicable Permits. • Use of Proposed Technology	Clause 15.2.1 **(a)** The Concessionaire shall prepare the Basic Engineering Designs... any other reputed institutions or Universities. **(b)** Within 30 (thirty) days from... for its review and approval. **(c)** Authority shall forward... review and comments. **(d)** Authority shall provide comments... in accordance with Technical Specifications, Applicable Laws, and Applicable Permits. **(e)** Use of Proposed Technology

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DCA	10	15.2.1	• Authority shall provide comments if any, on the draft Basic Engineering Designs (including any comments from the Independent Engineer/PMU) to the Concessionaire or notify the Concessionaire of its approval of the draft Basic Engineering Designs within 20 (twenty) days from the date of receipt of the draft Basic Engineering Designs. Authority may require the Concessionaire to amend or modify the draft Basic Engineering Designs if Authority or the Independent Engineer identifies any deficiencies, inaccuracies, or shortcomings in the draft Basic Engineering Designs. If the Concessionaire receives any comments, suggestions or instructions to modify the draft Basic Engineering Designs from Authority, then the Concessionaire shall modify the draft Basic Engineering Designs to correct any such shortcomings, inaccuracies or deficiencies and/or address, in writing, Authority's/ the Independent Engineer's comments on the draft Basic Engineering Designs and submit the revised Basic Engineering Designs to Authority for its approval within 10 (ten) days of receipt of comments. The process set out in this Clause 15.2 (a) shall continue until the Basic Engineering Designs are approved by Authority in accordance with this Clause 15.2 (d). For the avoidance of doubt, approval of Basic Engineering Designs by Authority/ the Independent Engineer shall not relieve the Concessionaire of its obligations to prepare the Basic Engineering Design in accordance with Technical Specifications, Applicable Laws, and Applicable Permits.	**(d)** Authority shall provide comments if any, on the draft Basic Engineering Designs (including any comments from the Independent Engineer/PMU) to the Concessionaire or notify the Concessionaire of its approval of the draft Basic Engineering Designs within 20 (twenty) days from the date of receipt of the draft Basic Engineering Designs. Authority may require the Concessionaire to amend or modify the draft Basic Engineering Designs if Authority or the Independent Engineer identifies any deficiencies, inaccuracies, or shortcomings in the draft Basic Engineering Designs. If the Concessionaire receives any comments, suggestions or instructions to modify the draft Basic Engineering Designs from Authority, then the Concessionaire shall modify the draft Basic Engineering Designs to correct any such shortcomings, inaccuracies or deficiencies and/or address, in writing, Authority's/ the Independent Engineer's comments on the draft Basic Engineering Designs and submit the revised Basic Engineering Designs to Authority for its approval within 10 (ten) days of receipt of comments. The process set out in this **Clause 15.2.1 (a)** shall continue until the Basic Engineering Designs are approved by Authority in accordance with this **Clause 15.2.1 (d)**. For the avoidance of doubt, approval of Basic Engineering Designs by Authority/ the Independent Engineer shall not relieve the Concessionaire of its obligations to prepare the Basic Engineering Design in accordance with Technical Specifications, Applicable Laws, and Applicable Permits.

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DCA	11	15.2.2	Clause 15.2.2. • The Concessionaire shall prepare the Screening Report in accordance ... Management Framework (the "ESMF"). • Within 30 (thirty) days from the Execution Date... Executing Agency for its review and approval. • The Authority shall ... Authority in accordance with this Clause 15.2.2 (c).	Clause 15.2.2. **(a)** The Concessionaire shall prepare the Screening Report in accordance ... Management Framework (the "ESMF"). **(b)** Within 30 (thirty) days from the Execution Date... Executing Agency for its review and approval. **(c)** The Authority shall ... Authority in accordance with this Clause 15.2.2 (c).
DCA	12	15.11	15.11. Delay Liquidated Damages: 15.11.1 Subject to Clause 15.10.2, if the Concessionaire fails to complete the work corresponding to any Milestone by the relevant Scheduled Milestone Completion Date (as per Clause 15.12) or fails to complete the construction of the Project Facilities by the Scheduled Construction Completion Date, then the Authority shall be entitled to liquidated damages for each day of delay beyond the Scheduled Milestone Completion Date, or, as the case may be, the Scheduled Construction Completion Date, at the rate of [[0.1% (zero point one per cent)] of the Performance Security (in case of a delay in achieving a Project Facilities Milestone or completing the Project Facilities by the Scheduled Construction Completion Date)]for each day of delay up to [6 (six)] months from the Scheduled Milestone Completion Date, or the Scheduled Construction Completion Date as the case may be (the "Delay Liquidated Damages"). The Delay Liquidated Damages will be payable until the work for the relevant Milestone is completed or, as the case may be, the construction of the Project Facilities is completed, as certified by the Authority in accordance with Article 15.11. If the Concessionaire completes the construction of the Project Facilities by the Scheduled Construction Completion Date, the aggregate Delay Liquidated Damages recovered by the Authority under this Article 19.6 for a delay in achieving	15.11. Delay Liquidated Damages: 15.11.1 Subject to Clause 15.10.2, if the Concessionaire fails to complete the work corresponding to any Milestone by the relevant Scheduled Milestone Completion Date (as per Clause 15.12) or fails to complete the construction of the Project Facilities by the Scheduled Construction Completion Date, then the Authority shall be entitled to liquidated damages for each day of delay beyond the Scheduled Milestone Completion Date, or, as the case may be, the Scheduled Construction Completion Date, at the rate of [[0.1% (zero point one per cent)] of the Performance Security (in case of a delay in achieving a Project Facilities Milestone or completing the Project Facilities by the Scheduled Construction Completion Date)]for each day of delay up to [6 (six)] months from the Scheduled Milestone Completion Date, or the Scheduled Construction Completion Date as the case may be (the "Delay Liquidated Damages"). The Delay Liquidated Damages will be payable until the work for the relevant Milestone is completed or, as the case may be, the construction of the Project Facilities is completed, as certified by the Authority in accordance with Article 15.11. If the Concessionaire completes the construction of the Project Facilities by the Scheduled Construction

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			any Milestone shall be refunded by the Authority to the Concessionaire, without any interest.	Completion Date, the aggregate Delay Liquidated Damages recovered by the Authority under **this Article 15.11** for a delay in achieving any Milestone shall be refunded by the Authority to the Concessionaire, without any interest.
DCA	13	15.12.1	Clause 15.12.1 • Upon completion of the works corresponding to each Milestone.. relevant Milestone have been completed in accordance with the requirements of Article 15.6. • If Authority is satisfied that the works... from the date of inspection of the works covered by such Milestone. • If Authority is of the view that the works for the relevant Milestone... and issues a Milestone Completion Certificate in accordance with this Article 15.12.1. • If Authority fails to:... extension in the Scheduled Milestone Completion Date or the Scheduled Construction Completion Date, as the case may be, beyond the 7 (seven) Business Days period. • Authority may exercise its rights to review and certify...	Clause 15.12.1 (a) Upon completion of the works corresponding to each Milestone.. relevant Milestone have been completed in accordance with the requirements of Article 15.6. (b) If Authority is satisfied that the works... from the date of inspection of the works covered by such Milestone. (c)) If Authority is of the view that the works for the relevant Milestone... and issues a Milestone Completion Certificate in accordance with this Article 15.12.1. (d) If Authority fails to:... extension in the Scheduled Milestone Completion Date or the Scheduled Construction Completion Date, as the case may be, beyond the 7 (seven) Business Days period. (e) Authority may exercise its rights to review and certify...
DCA	14	15.13	15.13.5 If the Authority, or, as the case may be, the Independent Engineer is of the view that: (i) the Trial Operations are not being conducted in accordance with the Trial Operations Procedure; or (ii) there are any defects or deficiencies in the Project Facilities, the Authority shall instruct the Concessionaire to follow the trial operation procedures and/or rectify the defects and deficiencies to ensure compliance with the KPIs. It is clarified that no Damages are payable by the Concessionaire during the Trial Operations period for a failure to achieve the KPIs. However, for the Trial Operations to be successfully concluded, the Concessionaire must demonstrate that the Project Facilities consistently and	15.13.5 If the Authority, or, as the case may be, the Independent Engineer is of the view that: (i) the Trial Operations are not being conducted in accordance with the Trial Operations Procedure; or (ii) there are any defects or deficiencies in the Project Facilities, the Authority shall instruct the Concessionaire to follow the trial operation procedures and/or rectify the defects and deficiencies to ensure compliance with the KPIs. It is clarified that no Damages are payable by the Concessionaire during the Trial Operations period for a failure to achieve the KPIs. However, for the Trial Operations to be successfully concluded, the Concessionaire must demonstrate that the Project

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			continuously meets the KPIs during the last [20 (twenty)] days of the [3 (three)] months Trial Operations period, as may be extended in accordance with Clause 15.14(c) above. If the Project Facilities fails to achieve the KPIs on a continuous basis during the last [20 (twenty)] days of the [3 (three)] months Trial Operations period (as extended in accordance with Clause 15.14(c), then the Trial Operations period shall be extended by another 20 days. Subject to Clause 15.14(e)(i), the Trial Operations shall continue until the Concessionaire can demonstrate that the Project Facilities consistently achieves the KPIs for 20 (twenty) consecutive days.	Facilities consistently and continuously meets the KPIs during the last [20 (twenty)] days of the [3 (three)] months Trial Operations period, as may be extended in accordance with Clause 15.14(c) above. If the Project Facilities fails to achieve the KPIs on a continuous basis during the last [20 (twenty)] days of the [3 (three)] months Trial Operations period (as extended in accordance with **Clause 15.13.3**, then the Trial Operations period shall be extended by another 20 days. Subject to **Clause 15.13.4**, the Trial Operations shall continue until the Concessionaire can demonstrate that the Project Facilities consistently achieves the KPIs for 20 (twenty) consecutive days.
DCA	15	20.4	20.4.1. Notwithstanding anything to the contrary contained in this Agreement, all amounts standing to the credit of the Escrow Account shall, upon Termination, be appropriated in the following order: • All taxes due and payable by the Concessionaire for and in respect of the Project; • percentage of Debt Due excluding Subordinated Debt if required to be as per the terms of this Agreement; • Outstanding payments due to the Authority; • All payments and Damages certified by the Authority as due and payable to it by the Concessionaire. • Retention and payments relating to the liability for defects and deficiencies • outstanding Debt Service including the balance of Debt Due; • outstanding Subordinated Debt; • Incurred or accrued O&M Expenses; • Any other payments required to be made under this Agreement; and • Balance, if any, in accordance with the instructions of the Concessionaire	20.4.1. Notwithstanding anything to the contrary contained in this Agreement, all amounts standing to the credit of the Escrow Account shall, upon Termination, be appropriated in the following order: **(a)** All taxes due and payable by the Concessionaire for and in respect of the Project; **(b)** percentage of Debt Due excluding Subordinated Debt if required to be as per the terms of this Agreement; **(c)** Outstanding payments due to the Authority; **(d)** All payments and Damages certified by the Authority as due and payable to it by the Concessionaire. **(e)** Retention and payments relating to the liability for defects and deficiencies **(f)** outstanding Debt Service including the balance of Debt Due; **(g)** outstanding Subordinated Debt; **(h)** Incurred or accrued O&M Expenses; **(i)** Any other payments required to be made under this Agreement; and **(j)** Balance, if any, in accordance with the instructions of

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			Provided that no appropriations shall be made under Sub-Article (g) of this Article 20.4.1 until a vesting certificate has been issued by the Authority.	the Concessionaire Provided that no appropriations shall be made under Sub-Article (g) of this Article 20.4.1 until a vesting certificate has been issued by the Authority.
DCA	16	21.1.2	21.1.2. A Force Majeure Event means the following events and circumstances to the extent that they satisfy the conditions set out in Article 21.1.1: • Non-political event: A Non-Political Event shall mean... • non-performance caused by the non-performing Party's (I) negligent or intentional acts, errors or omissions, (II) failure to comply with the Applicable Laws or Applicable Permits, or (III) breach of, or default under, this Agreement, as the case may be. • Indirect Political Event: An indirect Political Event shall mean one or more of the following... Any event or circumstances of a nature analogous to any of the foregoing. • Direct Political Event: A Political Event shall mean one... event or circumstance of a nature analogous to any of the foregoing. • Without prejudice to the provisions above, - any act, event or circumstance which primarily... the definition of Force Majeure Event under this Article 20.1. • If the Parties are unable to agree in good faith on the occurrence or existence of a Force Majeure Event, such dispute shall be finally settled in accordance with the dispute	21.1.2. A Force Majeure Event means the following events and circumstances to the extent that they satisfy the conditions set out in Article 21.1.1: **(a)** Non-political event: A Non-Political Event shall mean... • non-performance caused by the non-performing Party's (I) negligent or intentional acts, errors or omissions, (II) failure to comply with the Applicable Laws or Applicable Permits, or (III) breach of, or default under, this Agreement, as the case may be. **(b)** Indirect Political Event: An indirect Political Event shall mean one or more of the following... Any event or circumstances of a nature analogous to any of the foregoing. **(c)** Direct Political Event: A Political Event shall mean one... event or circumstance of a nature analogous to any of the foregoing. **(d)** Without prejudice to the provisions above, - any act, event or circumstance which primarily... the definition of Force Majeure Event under this Article 20.1. **(e)** If the Parties are unable to agree in good faith on the occurrence or existence of a Force Majeure Event, such

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			resolution procedure set out in Article 27, provided however that the burden of proof as to the occurrence or existence of such Force Majeure Event shall be upon the Affected Party.	dispute shall be finally settled in accordance with the dispute resolution procedure set out in Article 27, provided however that the burden of proof as to the occurrence or existence of such Force Majeure Event shall be upon the Affected Party.
DCA	17	24.4.5	Upon Termination of this Agreement on account of Authority Event of Default, the Concessionaire shall be entitled to receive back the Performance Security and also receive an amount equal to Debt Due and 110% (one hundred and ten per cent) of the Adjusted Equity as Termination Payment.	Upon Termination of this Agreement on account of Authority Event of Default, the Concessionaire shall be entitled to receive back the Performance Security and also receive an amount **as per Article 25** as Termination Payment.
DCA	18	24.4.7	• Upon Termination of this Agreement on account of Concessionaire Event of Default before COD, no Termination Payment shall be made to the Concessionaire, and the Authority shall be entitled to forfeit the Performance Security of the Concessionaire; • Upon Termination of this Agreement on account of Concessionaire Event of Default after COD, the Authority shall be entitled to forfeit the Performance Security of the Concessionaire and pay Termination Payment to the Concessionaire as specified below: An amount equal to 90% (ninety per cent) of Debt Due less Insurance cover; provided that, if any, insurance claims forming part of the Insurance cover are not admitted and paid, then 80% (eighty per cent) of such unpaid claims shall be included in the computation of Debt Due.	• Upon Termination of this Agreement on account of Concessionaire Event of Default before COD, no Termination Payment shall be made to the Concessionaire, and the Authority shall be entitled to forfeit the Performance Security of the Concessionaire; • Upon Termination of this Agreement on account of Concessionaire Event of Default after COD, the Authority shall be entitled to forfeit the Performance Security of the Concessionaire and pay Termination Payment to the Concessionaire **as per Article 25.**

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#	#	Clause No.	Notified as	To be read as
DCA	19	25.3	25.3. Termination Compensation for Termination post the COD 25.3.1 For the Authority Event of Default If the Agreement is terminated post the COD for an Authority Event of Default, the Authority shall be liable to pay to the Concessionaire the aggregate of: • Net Tipping Fee (after deduction of penalties) payable by Authority that remain outstanding on the date of the Termination Notice; • Payments due to the Concessionaire as on the date of the Termination Notice; • Capex Annuity for the unexpired portion of the Construction and Processing & Disposal period; LESS • any amounts due and payable by the Concessionaire under this Agreement (including Liquidated Damages).	25.3. Termination Compensation for Termination post the COD 25.3.1 For the Authority Event of Default If the Agreement is terminated post the COD for an Authority Event of Default, the Authority shall be liable to pay to the Concessionaire the aggregate of: • Net Tipping Fee (after deduction of penalties) payable by Authority that remain outstanding on the date of the Termination Notice; • Debt Due; LESS • any amounts due and payable by the Concessionaire under this Agreement (including Liquidated Damages).
DCA	20	28.3	All insurances obtained by the Concessionaire in accordance with this Clause 27.3 shall be maintained with insurers on terms consistent with Good Industry Practice.	All insurances obtained by the Concessionaire in accordance with this **Clause 28.3** shall be maintained with insurers on terms consistent with Good Industry Practice.
DCA	21	28.4	28.4. Waiver of Subrogation All insurance policies in respect of the insurance obtained by the Concessionaire pursuant to this Article 27 shall include a waiver of any and all right of subrogation or recovery of the insurers thereunder against, inter alia, the Authority, and its assigns, successor, underrating and their subsidiaries, affiliates, employees, insurers and underwriters and of any right of the insurers of any set-off or counterclaim orany other deduction, whether by attachment or otherwise, in respect of any liability of any such person insured under any such policy or in any way connected with any loss, liability or obligation covered by such policies of insurance.	28.4. Waiver of Subrogation All insurance policies in respect of the insurance obtained by the Concessionaire pursuant to this **Article 28** shall include a waiver of any and all right of subrogation or recovery of the insurers thereunder against, inter alia, the Authority, and its assigns, successor, underrating and their subsidiaries, affiliates, employees, insurers and underwriters and of any right of the insurers of any set-off or counterclaim orany other deduction, whether by attachment or otherwise, in respect of any liability of any such person insured under any such policy or in any way connected with any loss, liability or obligation covered by such policies of insurance.

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#	#	Clause No.	Notified as	To be read as
DCA	22	33.1.2	33.1.2 Restraint set forth in clause (a) and (b) above shall not apply to: • Liens/ encumbrances arising by operation of law (or by an Agreement evidencing the same) in the ordinary course of business of Concessionaire. • Pledges/ hypothecation of goods/ stocks/ movable assets, Revenue and receivables as security for indebtedness, in favor of the Senior Lenders and working capital providers for the Project. • Assignment of Concessionaire's rights and benefits under this Agreement to or in favors of the Senior Lenders as security for financial assistance provided by them. Provided, no charge/ mortgage/ lien/ hypothecation or encumbrance of any kind whatsoever can be created or construed as allowed to be created over the Project Assets including the Sites, assets and equipment provided by the Authority for the Project. Provided further that irrespective of security hereinabove permitted, Concessionaire is irrevocably obligated to procure release of such security and hand over to the Authority, upon Termination of this Agreement, their respective Project Assets free of all Encumbrances whatsoever.	33.1.2 Restraint set forth in **Article 33.1.1**. above shall not apply to: • Liens/ encumbrances arising by operation of law (or by an Agreement evidencing the same) in the ordinary course of business of Concessionaire. • Pledges/ hypothecation of goods/ stocks/ movable assets, Revenue and receivables as security for indebtedness, in favor of the Senior Lenders and working capital providers for the Project. • Assignment of Concessionaire's rights and benefits under this Agreement to or in favors of the Senior Lenders as security for financial assistance provided by them. Provided, no charge/ mortgage/ lien/ hypothecation or encumbrance of any kind whatsoever can be created or construed as allowed to be created over the Project Assets including the Sites, assets and equipment provided by the Authority for the Project. Provided further that irrespective of security hereinabove permitted, Concessionaire is irrevocably obligated to procure release of such security and hand over to the Authority, upon Termination of this Agreement, their respective Project Assets free of all Encumbrances whatsoever.
DCA	23	34	Definitions: COD – C&T (Commercial operation Date): means the date when the Concessionaire begins commercial operations of the Processing Facility pursuant to issuance of Completion Certificate by the Authority	Definitions: COD – C&T (Commercial operation Date): **[deleted]**

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DCA	24	34	Definitions: COD – P&D (Commercial operation Date): Shall mean the date on which the Facility is ready to commence the operations and maintenance and is duly certified by the Independent Expert / Engineer. It shall not be later than 24 (Twenty-Four) months from the date of obtaining the CTO / EC as applicable from the KPCB and the extended actual date on which Facility starts the operation.	Definitions: COD – P&D (Commercial operation Date): Shall mean the date on which the Facility is ready to commence the operations and maintenance and is duly certified by the Independent Expert / Engineer. It shall not be later than 24 (Twenty-Four) months from the date of obtaining the **CTE / EC** as applicable from the KPCB and the extended actual date on which Facility starts the operation.
DCA	25	34	Definitions: Implementation Period for Processing & Disposal: Shall mean the period of 24 (Twenty-four) months commencing from the CTO/ Environmental Clearance as applicable from KPCB.	Definitions: Implementation Period for Processing & Disposal: **[deleted]**
DCA	26	34	Definitions: Implementation Period for Waste to Energy plant: Shall mean the period of 24 (Twenty-four) months commencing from the CTO/ Environmental Clearance as applicable from KPCB.	Definitions: Implementation Period for Waste to Energy plant: **[deleted]**
DCA	27	34	Definitions: Implementation Period: Shall mean the period of 24 (Twenty-four) months commencing from the CTO/ Environmental Clearance as applicable from KPCB.	Definitions: Implementation Period: **[deleted]**
DCA	28	34	Definitions: Transfer station: A permanent facility established by the Concessionaire at various locations of project area, where the waste is taken from smaller collection vehicles and placed in larger vehicles for transport, including truck trailers, railroad cars, or barges. Recycling and some processing activity may also take place at transfer stations.	Definitions: Transfer station: **A permanent facility at various locations** of project area, where the waste is taken from smaller collection vehicles and placed in larger vehicles for transport, including truck trailers, railroad cars, or barges. Recycling and some processing activity may also take place at transfer stations.
Schedules Document (Volume 3)				
Vol3	1	Pg 82	SCHEDULE 18 - TERMINATION COMPENSATION	SCHEDULE 18 - TERMINATION COMPENSATION **[Deleted]**

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#	#	Clause No.	Notified as	To be read as
Vol3	2	Pg 154	Relevant requirements/clearances of the Madhya Pradesh Pollution Control Board (TSPCB)	Relevant requirements/clearances of the **Karnataka State Pollution Control Board**
Vol3	3	Pg 155	Table 1 Responsibility Allocation for Environmental Statutory Requirements: 1. Seeking and Renewing Authorization from WBPCB under applicable MSW (M&H) Rules : At present, the authorizations for all the locations made by the AUTHORITY's / NPs 2. Develop ToR and approve from SEIAA, Appointment of Consultant, Conduct of EIA and ensure Environmental Clearance from SEIAA: KMDA 3. Consent to Establish and Operate under the Air and Water Acts, and subsequent renewals from WBPCB: Concessionaire 4. Implementation of the requirements as per applicable MSW (M&H) Rules during the Construction and Operational Phases: Concessionaire 5. Post EC Monitoring Report to WBPCB / KMDA: Concessionaire 6. Annual Report to WBPCB: Concessionaire 7. Accident Reporting as per MSW (M&H) Rules: Concessionaire	Table 1 Responsibility Allocation for Environmental Statutory Requirements: 1. Seeking and Renewing Authorization from **Karnataka** State PCB under applicable MSW Rules: Concessionaire 2. Develop ToR and approve from SEIAA, Appointment of Consultant, Conduct of EIA and ensure Environmental Clearance from SEIAA: **Concessionaire** 3. Consent to Establish and Operate under the Air and Water Acts, and subsequent renewals from **Karnataka State PCB**: Concessionaire 4. Implementation of the requirements as per applicable MSW Rules during the Construction and Operational Phases: Concessionaire 5. Post EC Monitoring Report to **State PCB/Authority**: Concessionaire 6. Annual Report to **State PCB**: Concessionaire 7. Accident Reporting as per MSW Rules: Concessionaire **(Note: All mentions of KMDA to be read as "Authority")**
Vol3	4	Pg 175	Item #9 Directory of SWACHH Bhopal group	**[Deleted]**
Vol3	5	Pg 182	3. Requirements of the West Bengal Pollution Control Board (GOK).	3. Requirements of the **Karnataka State** Pollution Control Board (GOK). **(Note: All mentions of WBPCB to be read as "Karnataka State PCB Authority")**
Vol3	6	Pg 189	SCHEDULE 37 - LAND LEASE AGREEMENT [This is subject to change as per the discretion of the Authority until the signing of the Concession Agreement]	SCHEDULE 37 - LAND LEASE AGREEMENT **[Deleted]**

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